

PERSONAL DATA NOTICE

1. Definitions

In this Personal Data Notice (“**Notice**”), the following words shall have the following meanings:

Affiliates	means any subsidiaries, holding corporations, related corporations, branches, head office, representative offices, associated corporations of EFG Bank AG or any entity (whether or not corporate) that is: (i) controlled, directly or indirectly, by EFG Bank AG; (ii) directly or indirectly controls EFG Bank AG; or (iii) directly or indirectly under common control with EFG Bank AG; and “control” means directly or indirectly owning part of the voting share capital or beneficial ownership.
Bank	means EFG Bank AG, acting through its Singapore Branch (Company/GST Reg. No. T03FC6371J).
EFG Bank Group	means the Bank and its Affiliates.
EFG Bank Group Member	means any one of the Bank or its Affiliates.
PDPA	means the Personal Data Protection Act 2012, No. 26 of 2012 of Singapore, as amended, modified, re-enacted or replaced from time to time.
Personal Data	means “personal data” as defined in the PDPA.
Relevant Party	means any of the following: <ul style="list-style-type: none"> a. any EFG Bank Group Member; b. any third party financial institutions, insurers, credit card companies, securities and investment service providers; c. third party reward, loyalty, co-branding or privileges programme providers; d. co-branding partners of the Bank and/or the EFG Bank Group (the names of such co-branding partners can be found in the relevant application form(s)); and e. charitable or non-profit making organisations.
Relevant Classes	means collectively the following classes of services, products, benefits and promotions: <ul style="list-style-type: none"> a. financial, insurance, credit card, banking, mortgage and related services, products, benefits and promotions; b. reward, loyalty or privileges programmes and related services, products, benefits and promotions; c. services, products, benefits and promotions offered by the Bank and/or EFG Bank Group co-branding partners; and d. donations and contributions for charitable and/or non-profit making purposes.

2. Protection of Personal Data

2.1 From time to time, it is necessary for our clients and various other individuals (including without limitation: (i) applicants for banking/financial services and credit facilities (“**Prospects**”); (ii) sureties and persons providing security or guarantee to clients or Prospects for credit facilities; (iii) beneficial owners, authorised signatories, shareholders, directors, officers and managers of corporate clients or Prospects; (iv) sole proprietors, partners of individual clients or Prospects; and (v) suppliers, contractors or other contractual counterparties, (such individuals collectively, “**data subjects**”) to provide the Bank with Personal Data in connection with various matters such as (but not limited to) the opening or continuation of accounts, the establishment, provision or continuation of banking/financial services or credit facilities or the provision of services to the data subjects. The collection, use, disclosure and/or processing of such Personal Data is necessary for the Bank to provide the requisite products and/or services, and a failure to supply such Personal Data may thus result in the Bank being unable to open or continue with the accounts or establish or continue banking/financial services or credit facilities or provide banking or other services. Personal Data which will be collected, used, disclosed and/or processing will include, but is not limited to:

- (a) *Name (including aliases);*
- (b) *Citizenship information;*
- (c) *National identification numbers (including passport and ID numbers);*
- (d) *Date of birth;*
- (e) *Residential address;*
- (f) *Contact information (including email addresses, phone numbers);*
- (g) *Country/jurisdiction of tax residency; and*
- (h) *Tax identification number.*

2.2 Personal Data relating to data subjects may be collected through the following means:

- (a) in the ordinary course of the continuation of the relationship, including but not limited to when payments are made to data subjects’ accounts, when data subjects instruct the Bank to enter into transactions, when data subjects write cheques, apply for a credit or otherwise communicate verbally or in writing with the Bank;
- (b) when data subjects attend events organised by the Bank such as client or Prospect functions, parties, seminar;
- (c) when data subjects visit the Bank’s website or access any information technology application of the Bank, as Personal Data may be collected through cookies or other technology deployed for analysis of such visitors to such websites and/or applications;
- (d) when data subjects enter the Bank’s premises, as there may be photographs, CCTV footages, or video recordings at these premises which could capture the image of data subjects; and
- (e) when data subjects communicate with the Bank in any way, including via telephone as telephone conversations may be recorded.

2.3 The data subjects consent to and authorise the Bank and/or any of its officers, employees, agents, contractors and service providers to collect, use, disclose and/or process the Personal Data for the following purposes:

- (a) the processing of and making decisions in relation to applications for accounts, services and facilities;
- (b) the establishment, operation, maintenance, provision and/or continuation of accounts, services and facilities, including all banking/financial services or credit facilities or the provision of services to the data subjects;
- (c) any operation and/or the outsourcing of such operation relating to the provision of accounts, services and facilities and any other products (without limitation, the printing and/or mailing of correspondence, statements of accounts, invoices, reports, notices and other mailers (which could involve disclosure of certain Personal Data to bring about delivery of the same as well as on the external cover of envelopes/mail packages));
- (d) to verify the data subject’s identity and investigate personal background;
- (e) to determine the data subjects eligibility for products, facilities and services;
- (f) administering and/or managing relationship;
- (g) conducting credit checks, including with third parties such as credit bureaus;
- (h) creating and maintaining the data subject’s credit history for present or future reference;
- (i) assisting other financial institutions to conduct credit checks and collect debts;
- (j) creating and maintaining the Bank’s credit scoring models;
- (k) to better understand the financial situation and assess and ensure ongoing creditworthiness of the data subjects;
- (l) to research and design financial services or related products for the data subjects;
- (m) to market the products, services, benefits, promotions and other subjects within any of the Relevant Classes through any means of communication including voice calls, SMS/text message, fax, postal mail, email and otherwise, where permissible under law or where the data subject requests, specifically consents to and/or is entitled to receive and continue to receive (as the case may be), including as part of the provision of services by the Bank, by providing information about products, services, investment opportunities, funds, the EFG Bank Group Members and relevant third party financial institutions, insurers, securities and investment services providers which the Bank believes are or may be of interest to data subject;
- (n) the determination and recovery of any and all amounts owed to the Bank by the data subjects;

- (o) marketing (including organising and delivering seminars in respect of) Services, products and other subjects (for example, donations and contributions for charitable and/or non-profit making purposes);
 - (p) credit (including mortgage) data sharing among other credit providers;
 - (q) over-the-counter (“**OTC**”) derivative reporting;
 - (r) observing or complying with any obligations, requirements, international agreements or arrangements for disclosing and using Personal Data that apply to the Bank or that any member of the EFG Bank Group is expected to comply according to:
 - (i) any applicable laws within or outside Singapore including but not limited to the automatic exchange of financial account information;
 - (ii) any guideline or guidance, judgments, orders, directions, notices or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies or associations of financial services providers (collectively “**Organisations**”), within or outside Singapore, existing currently or which comes into force in the future;
 - (iii) any present or future contractual or other commitment with local or foreign Organisations that is assumed by or imposed on any member of the EFG Bank Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign Organisation;
 - (iv) any memorandum of understanding on international cooperation;
 - (s) observing or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information (including Personal Data) within the EFG Bank Group and/or any other use of Personal Data in accordance with any EFG Bank Group group-wide programmes for compliance with sanctions or embargoes or prevention or detection of crime in any jurisdiction (including without limitation, money laundering, terrorist financing, fraud and other financial crime or other unlawful activities);
 - (t) carrying out due diligence or other screening activities in accordance with the Bank’s legal or regulatory obligations or risk management procedures designed to combat financial crime, including “know-the Client’s customer”, anti-money laundering, counter-terrorist financing, anti-bribery and corruption, or customer and counterparty due diligence and screening;
 - (u) investigating fraud, misconduct, any unlawful action or omission, whether relating to the data subject or any other matter relating to the account(s), and whether or not there is any suspicion of the aforementioned;
 - (v) enabling an actual or proposed successor of any EFG Bank Group Member to evaluate the intended succession;
 - (w) enabling an actual or proposed assignee or transferee of the Bank’s rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
 - (x) enabling an actual or proposed purchaser of all or part of the business or shares of any EFG Bank Group Member to evaluate the intended purchase transaction;
 - (y) to compare data (including Personal Data) of data subjects or other persons for credit checking or data verification or to otherwise produce or verify data, whether or not for the purpose of taking adverse action against data subjects;
 - (z) to maintain a credit history or otherwise a record of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference;
 - (aa) for purposes of wire transfer;
 - (ab) to carry out and/or respond to instructions, enquiries, requests, questions, queries or feedback from any data subject or any person who is or is verified to be an authorised representative of any data subject;
 - (ac) to enforce or defend the rights of any EFG Bank Group Members and their employees, officers and agents, contractual or otherwise;
 - (ad) in connection with any EFG Bank Group Member commencing, defending or otherwise participating in any legal, arbitration, administrative or regulatory proceeding, action, investigation or inquiry before any court, tribunal or competent authority within or outside Singapore; and/or
 - (ae) any other purposes relating to the purposes listed above.
- (collectively, the “**Permitted Purposes**”).
- 2.4 Notwithstanding the foregoing, the data subject may withdraw consent for the collection, use, disclosure and/or processing of Personal Data relating to the data subject at any time by giving notice in writing to the Bank. Depending on the nature and scope of the withdrawal request, the Bank may not be in a position to continue providing its services to the data subject and shall, in such circumstances, notify the data subject before completing the processing of their request.
- 2.5 The Bank may disclose Personal Data to any Relevant Party and/or any of their respective officers, employees, agents, contractors or service providers, or to such other persons, as may be required, mandated or necessary for the provision of the services to the data subjects, the marketing of products, services, benefits, promotions and other subjects within any of the Relevant Classes, and any other Permitted Purposes. The data subject acknowledges and agrees that the recipients may be persons or entities within or outside Singapore.

2.6 The data subject agrees that the Bank and any of its officers, employees, agents, contractors or service providers (being the Bank and such other contractors and service providers as the Bank may notify the data subject from time to time) may from time to time:

- (a) obtain and exchange Personal Data relating to the data subject from or with any third party wherever situated (including any credit bureau, its members or subscribers and/or compliance committees including its member banks or financial institutions);
- (b) verify and use such Personal Data relating to the data subject, including in the course of the account approval process, performing credit checks with any party including any credit bureau from time to time;
- (c) further disclose such Personal Data to any third party wherever situated (including any credit bureau, its members or subscribers and/or compliance committees including its member banks or financial institutions), for the purpose of assessing the data subject's creditworthiness and the Permitted Purposes, and the data subject hereby authorises the Bank to carry out the abovementioned activities. The data subject also acknowledges and agrees that a credit bureau may use and further disclose the Personal Data relating to the data subject which had been obtained from the Bank to its members or subscribers and/or compliance committees including its member banks or financial institutions for the same purposes.

2.7 The data subject's consent, authorisation and agreement herein shall be in addition to any other agreement, authorisation and consent to disclosure which the data subject has given or may hereafter give to the Bank in connection with any agreements and/or account(s) the data subject has or may have with the Bank, and shall survive and continue in full force and effect for the benefit of the Bank and its officers, employees, agents, contractors and service providers notwithstanding the termination of one or more types of relationships between the data subject and the Bank.

2.8 The data subject represents, undertakes and warrants that for any Personal Data of individuals (including, where applicable, any authorised representative, or any officer, director, partner, employee, shareholder, signatories or beneficial owners) that the data subject will be or may be disclosing or discloses to the Bank, that the data subject:

- (a) would have, prior to disclosing such Personal Data to the Bank, obtained consent from the individuals whose Personal Data are being disclosed, to permit the data subject to disclose the individuals' Personal Data to the Bank and/or permit the Bank to collect, use, disclose and/or process the individuals' Personal Data, for the Permitted Purpose(s) and for the purposes of the provision of the services by the Bank and any other purposes which the Bank provides notification for from time to time, in accordance with all applicable laws (including the PDPA). Further, the data subject shall give the Bank notice in writing as soon as reasonably practicable should the data subject be aware that any individual has withdrawn the foregoing consent(s) and without prejudice to the Bank's other rights under law and/or agreements between the data subject and the Bank, upon receipt by the Bank of the said notification, the Bank shall have the right to discontinue or not provide any of its services that are linked to such Personal Data;

- (b) is validly acting on behalf of such individuals and that the data subject has the authority of such individuals to provide their Personal Data to the Bank and for the Bank to collect, use, disclose and/or process such Personal Data for any of the Permitted Purposes;

Upon reasonable request from the Bank, the data subject further agrees to provide to the Bank a copy of document(s) containing such consent or which evidences that such individuals have given such consent.

2.9 For the avoidance of doubt, in the event that any of the individuals whose Personal Data that the data subject has provided to the Bank, withdraws his consent from, or seeks access or correction of his Personal Data with the Bank, the Bank is under no obligation to the data subject to notify the data subject of such withdrawal, access or correction request. Additionally, if as a result of such withdrawal of consent or access or correction request, the Bank is unable to provide the services to the data subject then the Bank shall not be liable for any inability to perform where such inability arises from such withdrawal, access or correction request.

3. Accessing, updating or making enquiries about your Personal Data

3.1 Please contact the Data Protection Officer of the Bank if you have any other enquiries, comments or suggestions about the collection, use and/or disclosure of your Personal Data or this Notice:

Email: pdpo@efgbank.com
Mail: Personal Data Protection Officer
 79 Robinson Road
 #18-01
 Singapore 068897

4. General

4.1 This Notice shall be governed by, interpreted and construed in all respects in accordance with the laws of Singapore.

4.2 This Notice shall be deemed an integral part of all contracts, agreements, letters and other binding arrangements which a data subject has entered into or intend to enter into with the Bank.

4.3 The Bank shall have the right to review, amend, delete, modify, supplement or substitute any provisions of this Notice at any time in its absolute discretion. Amendments shall be communicated to all data subjects and shall be deemed to have been validly given and deemed effective: (a) at the time of delivery by hand; (b) by mailing the relevant amendments by post to the last known address supplied by the data subject for this purpose, on the third day after posting or on the seventh day if by airmail (notwithstanding that it may be returned through the post office undelivered); (c) by sending the relevant amendments by courier to the last known address supplied by the data subject for this purpose, on the date it is delivered or its delivery is attempted (notwithstanding that it be undelivered or returned undelivered, as the case may be, and proof of posting shall be deemed to be proof of receipt); (d) by publication on the Bank's website and/or relevant ebanking or other digital application, on the date of publication; or (e) by sending it in any other manner (including fax, Email, SMS or other electronic means) as the Bank may reasonably consider appropriate, on the date shown in the Bank's transmission record.